REMARKS/ARGUMENT

Claims 1-10 remain in this application.

I. Claim Rejections Under 35 U.S.C. § 102

The Office Action rejected claims 1, 4-6, and 10 under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 280,286 to Bray. Applicant respectfully traverses these rejections.

Bray discloses a paper mat or carpet in which paper is formed into strips, twisted, and then woven or knit to form the mat or carpet. The mat or carpet is preferably rendered waterproof by saturation or impregnation with a waterproofing material. (Col. 1, ll. 30-34.) In an alternative embodiment, the mat or carpet is not waterproofed but is instead formed of "tightly twisted" strands that are "closely woven or knit" so that the mat or carpet can be "subjected to a moderate amount of washing without liability of injuring the same." (Col. 1, ll. 42-49.) Bray is nothing more than an example of the type of prior art woven papers that are disclosed in the application and illustrated in Figs. 1 and 2.

A. Claims 1 and 5 Are Not Anticipated by Bray

Applicant respectfully submits that Bray does not anticipate claims 1 or 5 because Bray does not disclose a "tightly woven" paper fabric, as claimed. As described on page 4 of the application, by "tightly woven" it is meant that the paper yarns of the claims are woven so as to leave gaps sufficiently small that a liquid backing may be applied to only one side of the material, i.e., such that a liquid backing would not bleed through the material.

Bray simply does not disclose this expressly or inherently. The paper mat of the 1883 Bray patent is perhaps sufficiently "closely woven or knit" that it is not destroyed by washing, but that is a very different thing than a paper mat that is sufficiently "tightly woven" for a liquid backing to be applied and not bleed through. Quite the contrary, Applicant respectfully submits that a mat that is simply washable is not "tightly woven" as that term is used in the present application.

In short, there simply is nothing in Bray or elsewhere that would make "closely woven" synonymous with "tightly woven." It is also manifest that a "tightly" woven fabric is not

inherently disclosed in Bray. There is no suggestion in the Office Action (nor would it be appropriate to assert) that a "tightly woven" fabric that would allow a liquid backing is a necessary consequence of weaving a fabric sufficiently close so as to allow washing in the year 1883.

As Bray does not disclose every limitation of claims 1 or 5, it is requested that this rejection be withdrawn.

B. Claims 4-6 and 10 Are Not Anticipated by Bray

Applicant further submits that Bray does not anticipate method claims 4-6 and 10 for at least the reasons that Bray does not disclose the steps of (a) weaving paper yarns on a wide loom (claims 4-6 and 10), (b) weaving a tightly woven material (claim 5), (c) preparing the yarns by twisting wetted paper (claim 6), or (d) cutting a large sheet of woven paper material to form a rug (claim 10).

With respect to claims 4-6 and 10, as explained on pages 8 and 9 of the application, prior art woven paper materials like those of Bray would not be produced in large sheets, i.e., on wide looms, and then cut into smaller sizes—any such cutting would result in frayed edges and loose ends. The novel, tight weave of the inventive material, on the other hand, results in a paper fabric that is suitable for being woven on a wide loom and then cut into smaller pieces for use as area rugs and the like.

Thus, Bray does not teach a step of "cutting." The Office Action nevertheless cites column 2, lines 60-64 for the proposition that Bray teaches to cut to shape. In fact, the cited portion of Bray teaches the opposite. According to Bray:

> I also weave or knit the fabric into any determined dimensions to be fitted to the floor of an apartment, so that the floor covering will be in a single piece.

(Col. 2, ll. 61-64.) Thus, Bray teaches to weave the carpet into its final dimensions—not to weave it larger than needed and then cut the fabric down to size. The statement cited in the Office Action falls far short of teaching to cut anything; the teaching—weaving to size—even appears to be contrary to this conclusion. For this reason, Bray cannot anticipate claim 10, which recites a step of cutting the woven yarns to form a rug. This teaching in Bray also demonstrates that Bray does not concern weaving on a wide loom.

When Bray refers to "conventional" weaving techniques (in 1883), Bray is doing so in the context of weaving to size—not weaving on a wide area loom and cutting to size. Bray certainly does not expressly teach a wide loom and Bray's general reference falls far short of teaching wide-loom by inherency.

As Bray does not teach the step of weaving on a wide loom (presumably because the disclosed material would not have been suitable for weaving on a wide loom), it cannot anticipate claim 4. Because claims 5-6 depend from claim 4, they too cannot be anticipated by Bray.

In addition, Claim 5 cannot be anticipated by Bray because, as described above, Bray does not disclose a material in which the paper yarns are tightly woven.

Claim 6 also cannot be anticipated by Bray because Bray does not disclose a step of preparing yarns by twisting wetted paper. While Bray does teach the use of twisted paper (albeit not in a tightly woven material), Bray does not teach the step of twisting wetted paper, which is a significant step in the present invention because it facilitates the inventive tight weave. As a result, Bray certainly cannot anticipate claim 6.

Claim 10 cannot be anticipated by Bray for the additional reason that Bray does not disclose cutting, as described above.

For the foregoing reasons, it is submitted that Bray does not contain all of the features of claims 4-6 and 10, and it is requested that these rejections be withdrawn.

II. Claim Rejections Under 35 U.S.C. § 103

The Office Action further rejected claims 1-3, 7, 8, and 10 under 35 U.S.C. §103(a) as unpatentable over Bray. Applicant respectfully traverses these rejections.

As noted, Bray discloses a paper mat or carpet, one embodiment of which has strands that are "closely woven or knit" so that the mat or carpet can be "subjected to a moderate amount of washing without liability of injuring the same." (Col. 1, ll. 42-49.)

While Bray teaches that a "closely" woven paper material may be washable without being destroyed, there is no teaching in Bray that in any way quantifies "closely" or could equate "closely" with "tightly" and certainly not as "tightly" is defined in the specification of the

present application—a term specifically characterized by the applicant both in terms of the ability to apply a liquid backing and, in certain dependent claims, in terms of particular densities.

Indeed, there is also no teaching that further increasing the density of the Bray weave will improve washability. In other words, all one of skill in the art would take from Bray would be that a "close" weave would be sufficient to achieve washability; there is no teaching or suggestion that an even tighter weave would make the material more washable. Accordingly, there is no teaching or suggestion to modify the "closely" woven paper material of Bray to arrive at the inventive "tightly" woven material. It is respectfully submitted that claims 1-3 and 7 are patentable over Bray for at least this reason.

With respect to claims 8 and 10, it submitted that Bray does not teach or suggest the steps of controlling the tension of the loom (claim 8) or cutting the woven yarns to form a rug (claim 10). With respect to the latter, it is noted that prior art woven paper materials, such as those of Bray, would not be produced in large sheets and then cut into smaller sizes because the cutting would result in frayed edges and loose ends. Thus, as described above, Bray expressly teaches to "weave or knit" the carpet to size—a teaching contrary to cutting.

As explained above, Bray is simply an example of the type of prior art woven paper material disclosed in the application; Bray does not teach or suggest the specific features that render the applicants' invention uniquely suitable for use as a modern floor covering. Applicant respectfully requests that the rejections under 35 U.S.C. § 103 be withdrawn.

III. Double Patenting Rejection

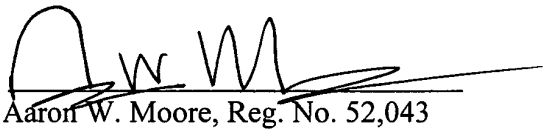
Claim 9 was rejected under the judicially created doctrine of double-patenting over claims 1-50 of U.S. Patent No. 6,506,697. However, the Office Action stated that a timely filed Terminal Disclaimer in compliance with 37 C.F.R. 1.321(c) may be used to overcome this rejection. Without acceding to the correctness of this rejection, applicant submits a terminal disclaimer herewith.

CONCLUSION

In view of the foregoing amendments and remarks, this application should now be in condition for allowance. A notice to this effect is respectfully requested. If the Examiner believes, after this amendment, that the application is not in condition for allowance, the Examiner is requested to call the Applicant's attorney at the telephone number listed below.

If this response is not considered timely filed and if a request for an extension of time is otherwise absent, Applicant hereby requests any necessary extension of time. If there is a fee occasioned by this response, including an extension fee, that is not covered by an enclosed check, please charge any deficiency to Deposit Account No. 50/2762.

Respectfully submitted,

By: 

Aaron W. Moore, Reg. No. 52,043
Matthew B. Lowrie, Reg. No. 38,228
Lowrie, Lando & Anastasi, LLP
Riverfront Office Park
One Main Street - 11th Floor
Cambridge, MA 02142
Tel: 617-395-7000
Fax: 617-395-7070

Docket No. M100370002
Date: July 14, 2003
x07/14/03